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NOTES OF CASES.

Contracts—Validity of Contract of Wife to Live with Husband.—

In *Rodgers v. Rodgers*, 128 N. E. 117, the Court of Appeals of New York held that an agreement of a husband to pay his wife a certain monthly amount if she would dismiss an action for divorce and live with him was not on its face invalid as being against public policy, where it rested on a valuable consideration, consisting of the condonation of alleged adultery of the husband.

The court said in part: "We think that the complaint is sufficient. The agreement set forth therein is not on its face against public policy. It is for the resumption of marital relations between husband and wife separated for cause. In the absence of proof, it may not be presumed that the wife's grievance was unsubstantial. It rests on a valuable consideration. The wife condoned the alleged adultery of the husband. That was a detriment to her. She surrendered a right. The husband got rid both of the action and the cause of action for divorce. He might have been successful in his defense, but it was a substantial benefit to him to have the case ended and his wife again under his roof. The performance of marital duty should not be made the subject of bargain and sale, but it does not appear that reconciliation was plaintiff's duty in this case. Rather it was her right to refuse to condone an offense against the marriage relation and to insist on a divorce, with separate support and maintenance. The husband was not hiring a discontented wife, separated from him without good cause, to return to him. She was to be paid to give up her right to live apart from him. She did not return until she was assured of proper treatment as a wife, and the court will not say to her that she sold her forgiveness, and that 'conjugal consortium is without the range of pecuniary consideration.' To apply such a rule to cases like this would be to discourage the reunion which the law should favor, of couples unhappily parted. We are dealing with the contract that was executed by plaintiff, and not with unexecuted possibilities based on subsequent separation of husband and wife. *Adams v. Adams*, 91 N. Y. 381, 43 Am. Rep. 675. The wife, when she returned to her husband, was entitled by law to her support. It cannot be presumed from the allegations of the complaint that such support was the equivalent of the allowance provided for her by the agreement of the parties."

Intoxicating Liquor—Enjoining Sale of Flavoring Extracts.—In *State v. Klein*, 174 N. W. 481, the Supreme Court of Iowa, held that a grocer who sells for beverage purposes flavoring extracts contain-